

**DELEGATED APPROVAL FORM  
CHIEF CORPORATE OFFICER  
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2016-160

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Simona Rasanu	Division:	Real Estate Services
Date Prepared:	July 5, 2016	Phone No.:	416-397-7682

<b>Purpose</b>	To confirm the terms of a Lease Agreement between 2295477 Ontario Inc. as landlord, Toronto Artscape Inc. as tenant, 22 John Street Developments Inc., owner of the adjoining lands known as 22 John Street and a party for the purpose of completing the landlord's construction work, and the City of Toronto as a third party with rights in the event of tenant default, for a term of fifty (50) years less one (1) day, for leased premises comprising approximately 8,236 square feet of indoor space on the ground floor of the existing apartment building located at 33 King Street and associated outdoor space, as part of the development of the Weston community/cultural hub (the "Weston Community/Cultural Hub") approved by City Council on December 9 and 10, 2015.
<b>Property</b>	Portion of 33 King Street on the ground floor of the existing building comprised of an indoor area of approximately 8,236 square feet of space shown as Part 27 on the draft reference plan (the "Draft Reference Plan") dated March 21, 2016 prepared by R. Avis Surveying, as improved by the landlord's work, and the outdoor area shown as Part 7 on the Draft Reference Plan as illustrated on Appendix "A" (the "Leased Premises").
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City enter into a Lease Agreement (the "Lease") between 2295477 Ontario Inc. (the "Landlord"), Toronto Artscape Inc. (the "Tenant"), 22 John Street Developments Inc., and the City of Toronto (the "City") respecting the Leased Premises for a term of fifty (50) years less one (1) day.</li> <li>The Chief Corporate Officer administer and manage the Lease, including the provision of any consents, amendments, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction; and</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	There is no financial impact to the City as a result of the approval of this DAF so long as Toronto Artscape Inc. does not default in its obligations as tenant.
<b>Comments</b>	<p>The Lease is authorized by Item EX10.6 of the Executive Committee, adopted by City Council at its meeting held on December 9 and 10, 2015, and Item EY10.1 of the Etobicoke York Community Council, adopted by City Council at the same meeting.</p> <p>Recommendation 11 of Item EX10.6 entitled "The Weston Community/Cultural Hub: Final Funding Report", authorized a lease for the Weston community/cultural hub located at 33 King Street amongst the Landlord, the Tenant and the City as a third party, for a term of fifty (50) years less one (1) day, based substantially on the terms and conditions set out in Attachment 4 to the report (November 17, 2015) from the Deputy City Manager Cluster A, the Deputy City Manager Cluster B, and the Deputy City Manager &amp; Chief Financial Officer, and on such other or revised terms and conditions acceptable to the Chief Corporate Officer or designate, in consultation with the General Manager, Economic Development and Culture, and in a form and content acceptable to the City Solicitor.</p> <p>The purpose of this DAF is to summarize the main terms and conditions of the Lease negotiated by the parties since the adoption of the aforementioned reports by City Council.</p>
<b>Terms</b>	Please see page 4 for the major terms & conditions of the Lease, including those affecting the City as a third party.

<b>Property Details</b>	<b>Ward:</b>	11 – York South-Weston
	<b>Assessment Roll No.:</b>	Part of 1914064220029000000
	<b>Approximate Indoor Area:</b>	765 m <sup>2</sup> ± (8,236 ft <sup>2</sup> ±)

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System &amp; Parks &amp; Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p><input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p><input type="checkbox"/> (b) Releases/Discharges;</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments;</p> <p><input type="checkbox"/> (d) Enforcements/Terminations;</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions;</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease;</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications;</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p><input type="checkbox"/> (b) Releases/Discharges;</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments;</p> <p><input type="checkbox"/> (d) Enforcements/Terminations;</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions;</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease;</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications;</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.</p>

**B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:**

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

**Chief Corporate Officer also has approval authority for:**

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s) – June 27, 2016															
Councillor:	Frances Nunziata					Councillor:									
Contact Name:	Jennifer Cicchelli					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:						Comments:									
Consultation with ABCDs															
Division:	Economic Development & Culture					Division:									
Contact Name:	Lori Martin					Contact Name:									
Comments:	Comments have been incorporated.					Comments:									
Legal Division Contact															
Contact Name:	Soo Kim Lee														
DAF Tracking No.: 2016-160					Date		Signature								
Recommended by: Manager					July/5/2016		Sgd.\ Wayne Duong								
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali				July/5/2016		Sgd.\ Joe Casali								
<input checked="" type="checkbox"/>	Approved by:														
<input type="checkbox"/>	Approved by: Chief Corporate Officer Josie Scioli														

**General Conditions ("GC")**

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget [or funding is available from alternative sources].
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc, but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for Disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then approving authority is transferred upwards to the next more senior level of approving authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

## Summary of Major Terms & Conditions

**Landlord:** 2295477 Ontario Inc.

**Tenant:** Toronto Artscape Inc.

**Other Parties to Lease:** City of Toronto (the "City") and 22 John Street Developments Inc. ("22 John Owner")

**Leased Premises:** Portion of 33 King Street on the ground floor of the existing 40 year old rental building comprised of an indoor area of approximately 8,236 square feet of space shown as Part 27 on the draft reference plan dated March 21, 2016 prepared by R. Avis Surveying (the "Draft Reference Plan"), as improved by the landlord's work, and the outdoor area shown as Part 7 on the Draft Reference Plan, as illustrated on Appendix "A". The outdoor area is a non-exclusive portion of the Leased Premises and access to this area shall be available to the public.

**Lease Term:** 50 years less one (1) day having a commencement date (the "Commencement Date") that is the date which is the earlier of (i) 30 days after the date the Leased Premises is substantially completed; and (ii) January 1, 2020 (the "Outside Date"), which Outside Date may be extended for force majeure or delay by the Tenant, as outlined in the Lease.

**Landlord's Work / Letter of Credit:** As contemplated by Recommendation 1 of EX10.6, the 22 John Owner will complete the Landlord's Work to the Leased Premises in accordance with plans and specifications dated August 17, 2015 by Graziani E. Corazza Architects Inc., in conjunction with the new residential rental apartment building to be constructed by the 22 John Owner at 22 John Street, the adjacent property. If the 22 John Owner is in default or does not complete the Landlord's Work on or before the Outside Date:

- (a) The Landlord has the option to complete the Landlord's Work within 18 months, and the City shall draw on the Letter of Credit posted by the 22 John Owner in accordance with the Section 37 Agreement entered into with the City, to reimburse the Landlord.
- (b) If the Landlord does not exercise the option to complete the Landlord's Work, the City shall exercise its right to draw on the Letter of Credit to complete or cause to be completed the Landlord's Work within three (3) years and six (6) months, failing which, the Lease is terminated.

**Use:** The Leased Premises shall be used solely for the purpose of a community centre and a cultural hub.

**Rent:** Basic Rent is \$1.00 per year, but the Tenant shall pay all additional rent, including operating costs, utilities, etc., except for structural repairs not related to the Leased Premises.

**Municipal Capital Facility Agreement:** The Landlord shall enter into a "Municipal Capital Facility Agreement" with the Tenant for the portion of the community/cultural hub that will be used as an eligible municipal capital facility for community centre use and for parking ancillary to such use, in accordance with Ontario Regulation 598/06.

**Option to Lease Adjoining Space:** Provided that the Tenant is either Artscape Toronto Inc. or the City, is in occupation of the whole of the Leased Premises, and is not in material default under the Lease, the Tenant has a one-time option to lease additional space adjacent to the Leased Premises having an area of approximately 5,089 square feet within which the Tenant anticipates constructing five (5) artist work studios and a double height Galleria. The option must be exercised on or before the 10<sup>th</sup> anniversary of the Commencement Date.

**Extension/Renewal Option:** There are no additional options to extend or renew or the Lease.

**Holding Over:** If the Tenant remains in possession of the Leased Premises after the end of the Term with the consent of the Landlord and without the execution and delivery of a new lease, a monthly tenancy shall be created at a monthly basic rent equal to 120% of the annual basic rent last payable, and otherwise on the terms and conditions set out in the Lease, as applicable.

### Assignment and Subletting:

- (a) The Tenant shall not sublet or assign the Lease without the prior consent of the Landlord and the City.
- (b) The Tenant has the right to enter into subleases for proposed uses which are consistent with the use of the Leased Premises. The Tenant shall inform the Landlord and the City of any such subleases and provide the Landlord and the City with a copy of the same and any other information requested.

**Insurance:** At all times during the Term, the Landlord shall keep in force the following types of insurance:

- (a) All Risks property insurance on such terms and conditions as would be carried by a prudent owner of a similar building; the Landlord shall obtain insurance sufficient to replace the Leased Premises, the Parkade and the leased premises described in the Live/Work Lease. Subject to applicable law, the Landlord shall apply all proceeds of insurance for such repair and reconstruction.
- (b) Equipment breakdown insurance on equipment owned and operated by the Landlord against accidents equal to the full replacement costs - the policy shall include a joint-loss endorsement.
- (c) Commercial General liability insurance not less than \$10 million per occurrence.
- (d) The Tenant shall be an additional insured under the Landlord's general liability policies.

At all times during the Term, the Tenant shall keep in force the following types of insurance:

- (a) Tenant's Legal Liability (Broad Form) coverage in an amount not less than the full replacement cost, insuring all property for

which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Leased Premises, including, without limitation, partitions, leasehold improvements and trade fixtures.

- (b) Equipment breakdown insurance on equipment owned and operated by the Tenant, against accidents equal to the full replacement costs of such equipment - the policy shall include a joint-loss endorsement
- (c) Commercial General Liability insurance not less than \$5 million per occurrence.

#### **City's Rights as Third Party:**

- (a) The City is a third party to the Lease with rights. If the Tenant is in default, the City has the option to: (i) assume the Lease, ii) assign the Lease to another non-profit community and/or cultural organization, or (iii) terminate the Lease. Once it receives the final default notice from the Landlord, the City has one (1) year to notify the Landlord of its decision (the "Disposition Period"). If the City does not provide notice of its decision during the Disposition Period, the City shall be deemed to have assumed the Lease. The City's rights as third party continue throughout the Term, from time to time.
- (b) During the Disposition Period, the City shall not be required to operate the Leased Premises but shall perform, or cause to be performed, all of the obligations of the Tenant pursuant to the Lease, including the payment of basic rent and additional rent. The City shall not be obliged to compensate the Landlord for any rent arrears accruing prior to the commencement of the Disposition Period, provided that the City shall cure any other continuing default during the Disposition Period, unless such default is not capable of being rectified by the City acting in good faith, and using reasonable commercial efforts. If the City fails to do so, the Landlord shall be entitled to exercise its remedies pursuant to the Lease, including the termination of the Lease.
- (c) The Tenant shall permit the City and its authorized representatives to enter the Leased Premises after 24 hours' notice to determine whether or not the Tenant is in compliance with the terms of the Lease.
- (d) Except for the City's rights as outlined in Article 12 of the Lease, the City is not entitled to assign the Lease to any other party without the consent of the Landlord.

#### **Damage and Destruction**

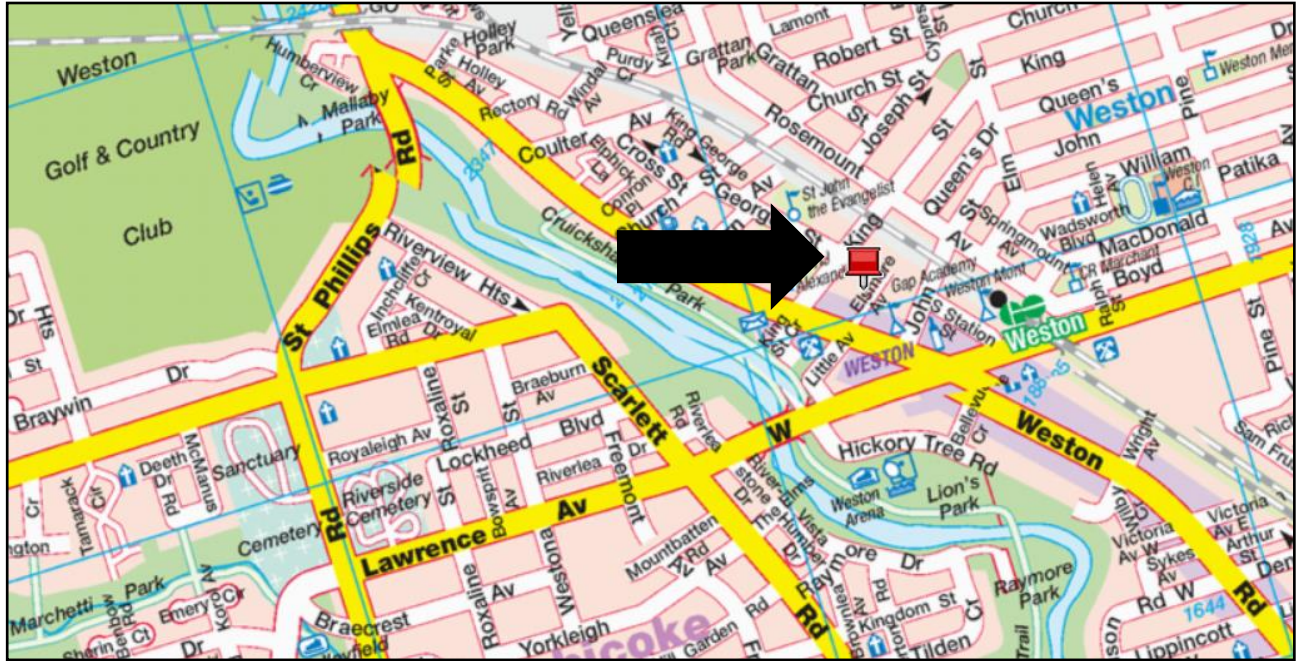
- (a) If during the Term, the Leased Premises is destroyed or damaged, to the extent that the Leased Premises may not be used for its intended purpose, as determined by an independent qualified architect, then the Landlord shall reconstruct the Leased Premises. If such damage occurs in the last 5 years of the Term, and repair requires more than 180 days as confirmed by an independent qualified architect, either party have the right to terminate the Lease.
- (b) If the Building is damaged or destroyed such that 50% or more of the Building may not be used for its intended purpose, or if 50% or more of the Parkade is destroyed or damaged, then the Landlord may notify the Tenant within 90 days of its intention to re-develop the property. For greater certainty, any re-development of the property shall be subject to the usual planning approval process, including, but not limited to, compliance with all applicable laws with respect to replacement rental housing. The Tenant and its subtenants shall vacate, rent shall abate, and the Landlord shall reconstruct the Leased Premises in its new development. The Leased Premises is located on the ground floor, the Parkade located on 3 levels above the ground floor, with residential apartments above the Parkade. The Tenant and the City waive any contractual rights in the Lease to compel the Landlord to reconstruct the residential apartments (such waiver not extending to the rights of the City in its capacity as a municipality and planning approval authority). If such damage or destruction occurs within the last five (5) years of the Term and the independent qualified architect confirms that repair will require more than 180 days, the Landlord has the right to terminate the Lease.

#### **Non-Disturbance Agreement**

As detailed in EX10.6, adopted by City Council on December 9 and 10, 2015, the City is providing significant financing assistance to the Tenant, Toronto Artscape Inc., to facilitate the Artscape Project, which consists of the Weston Community/Cultural Hub and 26 new affordable artist live-work rental units, both located at located 33 King Street, adjacent to 22 John Street. The 22 John Owner will construct the Landlord's Work in its capacity as Artscape's contractor for the Artscape Project. The Landlord's lender(s) agreed to provide Non-Disturbance Agreements in favor of the Tenant and the City, but refused to postpone its security to the Lease. To protect the City's interest, the Non-Disturbance Agreement provides that:

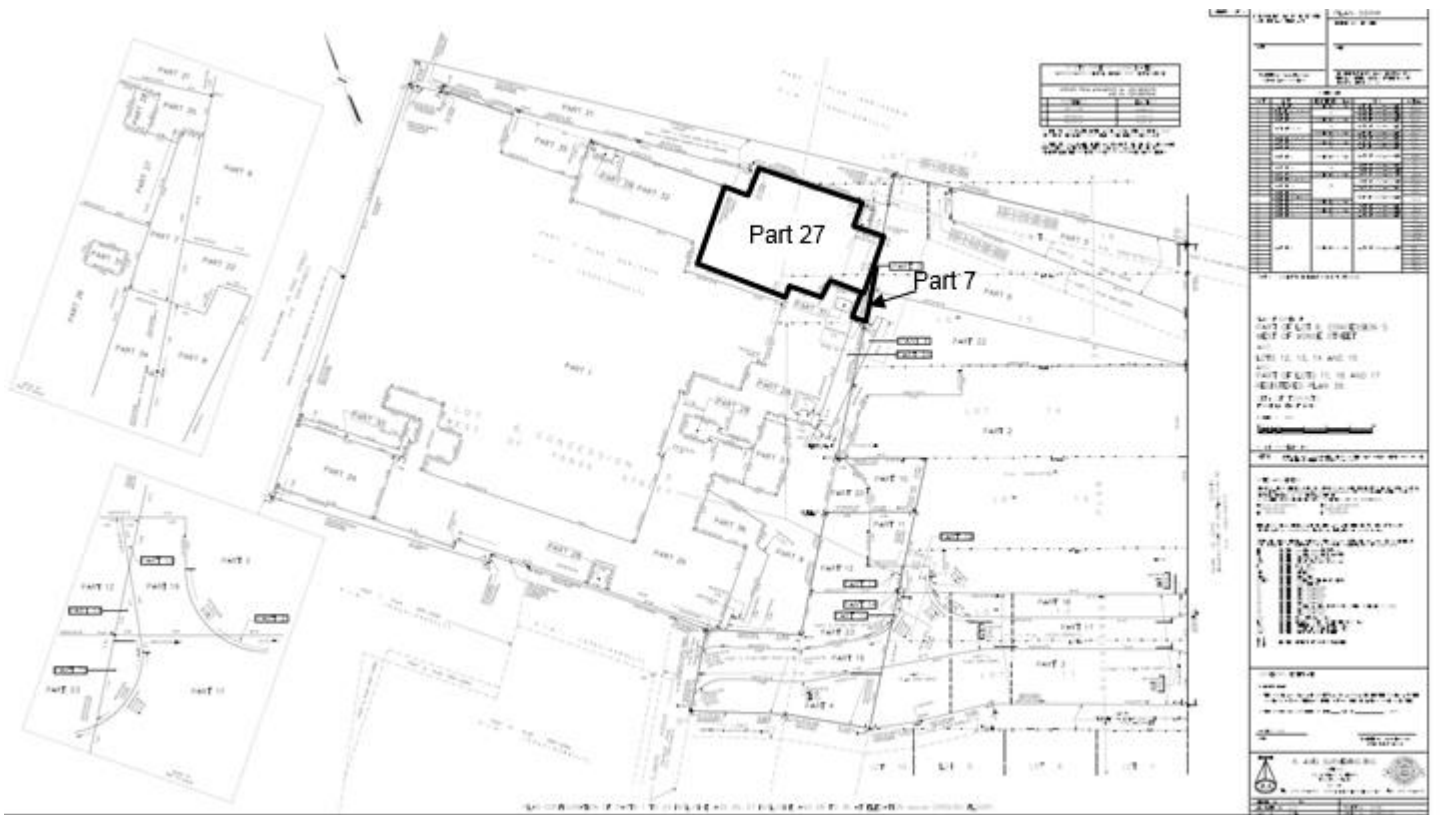
- (a) So long as the Lease is in effect and the Tenant is not in default (beyond any period given the Tenant to cure such default) the Tenant's possession of the Leased Premises shall not be disturbed, diminished or interfered with by the Mortgagee, and the Mortgagee will not join the Tenant or the City as a party defendant in any action or proceeding for the purpose of terminating the Tenant's or The City's interest and estate under the Lease because of any default under the Mortgage.
- (b) The Mortgagee acknowledges that the City is a party to the Lease, and the Mortgagee has reviewed and is familiar with Article 12 of the Lease, which sets out the City's rights to assign the Lease, assume the Lease or terminate the Lease, in accordance with its rights set out in Article 12 of the Lease. The City is a party of the Non Disturbance Agreement for the sole purpose of protecting its rights under the Lease. Notwithstanding anything contained in the Non-Disturbance Agreement, the City may exercise its rights to assign the Lease, assume the Lease or terminate the Lease, in accordance with its rights set out in the Lease, without any interference or disturbance whatsoever from the Mortgagee.

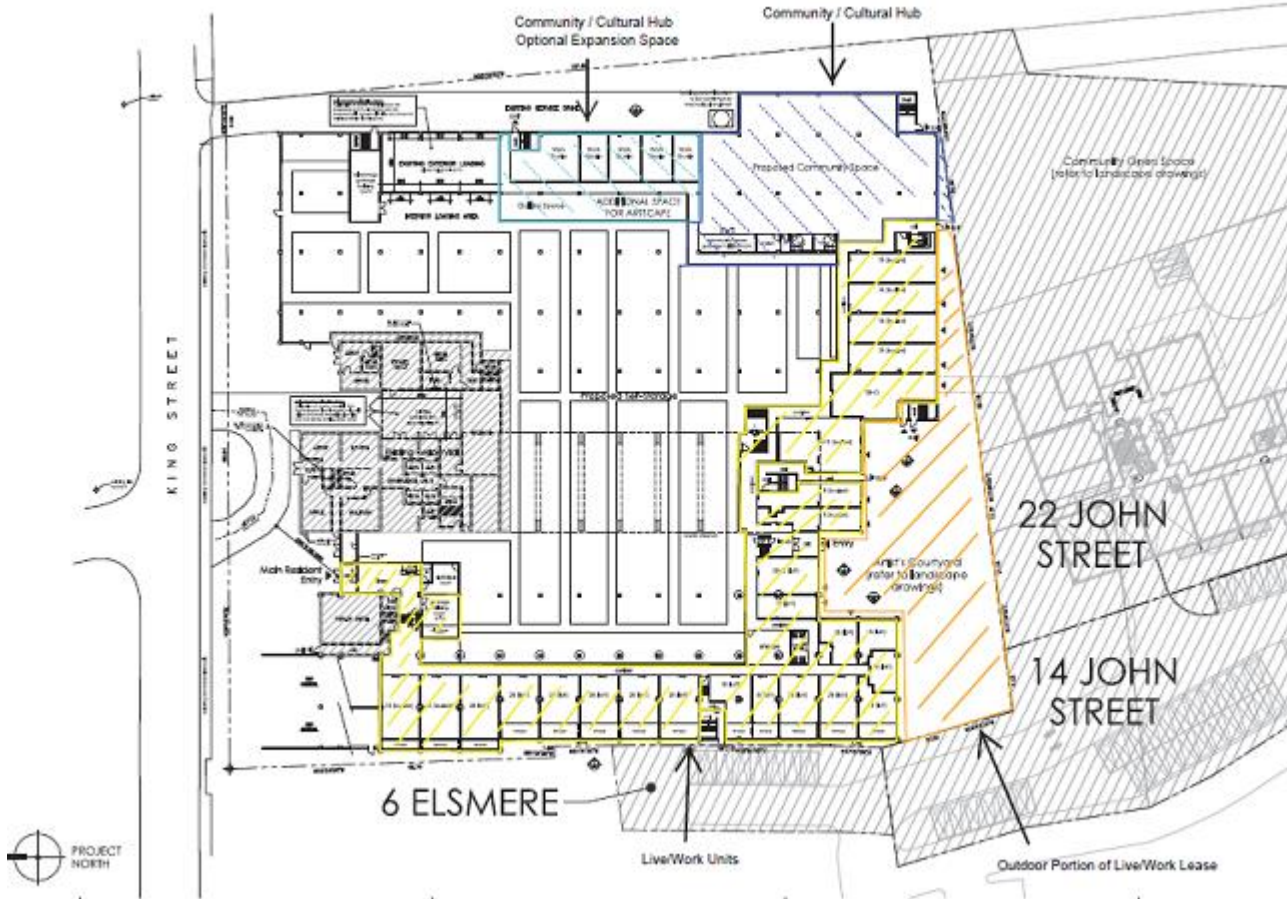
Appendix "A": Location Map, Site Map, Draft Reference Plan and Sketch of the Leased Premises



Source: MapArt







The title of this drawing is as shown on the title block. It is not to be used for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by others. The architect is not responsible for the accuracy of the information provided by others. The architect is not responsible for the accuracy of the information provided by others.

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GROUND FLOOR PLAN  
 100 A301  
 1/20/2020